TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM363345

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Therapure BioPharma Inc.		11/20/2015	CORPORATION: ONTARIO

RECEIVING PARTY DATA

Name:	MidCap Financial Trust
Street Address:	c/o MidCap Financial Services, LLC, as servicer
Internal Address:	7255 Woodmont Ave., Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	Statutory Trust: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86607617	DAKANSUMIN
Serial Number:	86039785	PLASMACAP
Serial Number:	86019802	PLASMACAP EBA
Serial Number:	86019797	PLASMACAP EBA
Serial Number:	86655354	THERAPURE BIOLOGICS
Serial Number:	86655356	THERAPURE BIOLOGICS
Registration Number:	4381498	THERAPURE BIOPHARMA

CORRESPONDENCE DATA

Fax Number: 4044435697

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 704-343-2248

Email: lallen@mcguirewoods.com **Correspondent Name:** Natalie A. Pfeiffer, Esq. Address Line 1: McGuireWoods LLP

Address Line 2: 1230 Peachtree Street, N.E., Suite 2100

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2061695-0052 THERAPURE

NAME OF SUBMITTER: Latosha E. Allen

SIGNATURE:	/Latosha E. Allen/											
DATE SIGNED:	11/23/2015											
Total Attachments: 13												
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 20th day of November, 2015 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust ("**Agent**"), and **THERAPURE BIOPHARMA INC.**, a corporation formed under the laws of the Province of Ontario ("**Grantor**").

RECITALS

- A. The Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement by and among Agent, the financial institutions party thereto from time to time (collectively, the "Lenders") and Grantor, dated as the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.
- B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as specifically defined in the Credit Agreement).
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit \underline{C} attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

The provisions of the Credit Agreement regarding choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Intellectual Property Security Agreement.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

THERAPURE BIOPHARMA INC.

By: (SEAL)
Name: Nick Green

Title: CEO

Address of Grantor:

2585 Meadowpine Boulevard

Mississauga, Ontario, Canada, L5N 8H9

Attn: CFO

US INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE

AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,

its investment manager

By: Apollo Capital Management GP, LLC,

its general partner

y: desire the second se

Name: Maurice Amsellem Title: Authorized Signatory

Address of Agent:

MidCap Financial Trust c/o MidCap Financial Services, LLC, as servicer 7255 Woodmont Ave, Suite 200 Bethesda, MD 20814 Attn: Account Manager for Therapure

transaction

US INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE

EXHIBIT A
Copyrights

N/A

EXHIBIT B

Patents

TBI	TBI	TBI	TBI	TBI	TBI	TBI	Borrower that is Owner of IP Therapure Biopharma Inc. ("TBI")							
Blood Cell Production via Activation of the Hemoglobin Scavenger Receptor	Blood Cell Production via Activation of the Hemoglobin Scavenger Receptor	Blood Cell Production via Activation of the Hemoglobin Scavenger Receptor	Blood Cell Production via Activation of the Hemoglobin Scavenger Receptor	Blood Cell Production via Activation of the Hemoglobin Scavenger Receptor	Blood Cell Production via Activation of the Hemoglobin Scavenger Receptor	Blood Cell Production via Activation of the Hemoglobin Scavenger Receptor	Blood Cell Production via Activation of the Hemoglobin Scavenger Receptor	Blood Cell Production via Activation of CD163 (title amended by EPO)	Blood Cell Production via Activation of CD163 (title amended by EPO)	Blood Cell Production via Activation of CD163 (title amended by EPO)	Blood Cell Production via Activation of CD163 (title amended by EPO)	Blood Cell Production via Activation of CD163 (title amended by EPO)	Antibody against CD163	Name / Identifier of IP Name / Identifier of IP Country IP Application
ZA	US	US	SG	KR	JP	CN	CA	IT	GB	FR	ES	DE	US	Country
Patent	Patent	Patent	Patent	Patent	Patent	Patent	Type of IP							
2002/9437	6,361,998	7,524,500	93350	938625	4326803	ZL02801429.4	2,441,566	1372716	1372716	1372716	1372716	1372716	62/201,349	Registration/ Publication or Application Number
03/26/2002	06/25/1999	09/24/2003	03/26/2002	03/26/2002	03/26/2002	03/26/2002	03/26/2002	03/26/2002	03/26/2002	03/26/2002	03/26/2002	03/26/2002	08/05/2015	Filing Date
03/26/2022	06/25/2019	06/06/2022	03/26/2022	03/26/2022	03/26/2022	03/26/2022	03/26/2022	03/25/2022	03/25/2022	03/25/2022	03/25/2022	03/25/2022	N/A	Expiration Date

TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	Borrower that is Owner of IP Therapure Biopharma Inc. ("TBI")
Isolation of Human Plasma or Serum Proteins	Improved Methods of Engraftment	Hemoglobin-polysaccharide conjugates	Hemoglobin-haptoglobin complexes	Hemoglobin-haptoglobin complexes	Hemoglobin-haptoglobin complexes	Hemoglobin-antioxidant conjugates	Hemoglobin and antibody-drug conjugates for the treatment of Ebola infection	Name / Identifier of IP Country Type of IP																					
BE	AU	AU	AU	AU	AT	CA	US	RU	JP	IT	GB	FR	ES	DE	CN	CA	JP	EP	CA	US	JP	IT	GB	FR	ES	DE	CA	US	Country
Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Type of IP
1765866	2009238344	2005252296	2015200328	2012202835	1765866	2,805,972	6,500,930	2225222	4674289	1066057	1066057	1066057	1066057	1066057	ZL99806176.X	2326715	4406169	99919005.1	2326720	6,974,794	4739530	1163010	1163010	1163010	1163010	1163010	2,366,833	62/081,163	Registration/ Publication or Application Number
06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	02/15/2013	03/26/1999	03/25/1999	03/25/1999	03/25/1999	03/25/1999	03/25/1999	03/25/1999	03/25/1999	03/25/1999	03/25/1999	04/30/1999	04/30/1999	04/30/1999	01/08/2002	03/20/2000	03/20/2000	03/20/2000	03/20/2000	03/20/2000	03/20/2000	03/20/2000	11/18/2014	Filing Date
06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	02/15/2033	03/25/2019	03/25/2019	03/25/2019	03/25/2019	03/25/2019	03/25/2019	03/25/2019	03/25/2019	03/25/2019	03/25/2019	04/30/2019	04/30/2019	04/30/2019	04/30/2019	04/30/2019	04/30/2019	04/30/2019	04/30/2019	04/30/2019	04/30/2019	04/30/2019	N/A	Expiration Date

TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	Biopharma Inc. ("TBI")	Therapure	is Owner of IP	Borrower that	
Methods and Compositions for the Treatment of Erdheim-Chester Disease	Method of Reducing a Shiff Base	Method for the Selective Expansion of Lymphocytes by in vitro Cultivation	Isolation of Human Plasma or Serum Proteins				Name / Identifier of IP	INTELLECTUAL PROPERTY (REGISTRATIONS AND APPLI																								
US	US	US	US	US	TR	SK	SE	RO	PT	PL	NL	IT	IN	ΙE	HU	GB	FR	FI	ES	EP	EP	DK	DE	CZ	CN	СН	BR			Country	Country	STRATION
Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent			IP	Type of	IS AND API
14/928,528	5,847,110	6,194,207	14/688,906	US 2007-0299251	1765866	1765866	1765866	1765866	1765866	1765866	1765866	1765866	263494	1765866	1765866	1765866	1765866	1765866	1765866	1765866	10184552.7	1765866	1765866	1765866	ZL200580018504.5	1765866	PI0511906-5		Application Number	Publication or	Registration/	LICATIONS)
10/30/2015	08/15/1997	01/30/1998	04/16/2015	07/13/2007	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005	06/07/2005			. ming wax	Filing Date	
10/30/2035	08/15/2017	01/30/2018	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025	06/07/2025			Date	Fyniration	

TBI M	TBI M	TBI M	TBI M	TBI M ₁	TBI M	TBI M	TBI M	TBI Mu	TBI Ma	TBI M		TBI M	TBI M	TBI Mo	("TBI")	Therapure Rionharma Inc	is Owner of IP	Borrower that					
Modified Polysaccharides Exhibiting Altered Biological Recognition	Methods for the production of TCR Gamma Delta T Cells	Methods for the production of TCR Gamma Delta T Cells	Methods for the production of TCR Gamma Delta T Cells	Methods for the production of TCR Gamma Delta T Cells	Methods for the production of TCR Gamma Delta T Cells	Methods for the production of TCR Gamma Delta T Cells	Methods for the production of TCR Gamma Delta T Cells	Methods for the production of TCR Gamma Delta T Cells	Methods and Compositions for the Treatment of Erdheim-Chester Disease				Name / Identifier of IP	INTELLECTUAL PROPERTY (REGISTRATIONS AND APPL									
JP	IT	GR	GB	FR	ES	DE	СН	CA	AU	US	JP	TI	GB	FR	ES	DE	CA	US				Country	SIRAHUN
Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent			Ŧ	Type of	SANDAFT									
4435412	1037642	1037642	1037642	1037642	1037642	1037642	1037642	2314716	761784	6,537,812	4435985	1127107	1127107	1127107	1127107	1127107	2349629	62/199,529		Application Number	Publication or	Registration/	TICATIONS)
12/09/1998	8661/60/71	8661/60/71	8661/60/71	12/09/1998	12/09/1998	12/09/1998	8661/60/71	12/09/1998	12/09/1998	07/30/2001	11/04/1999	11/04/1999	11/04/1999	11/04/1999	11/04/1999	11/04/1999	11/04/1999	7/31/2015				Filing Date	
03/09/2018	03/09/2018	03/09/2018	03/09/2018	03/09/2018	03/09/2018	03/09/2018	03/09/2018	03/09/2018	03/09/2018	11/04/2019	11/04/2019	11/04/2019	11/04/2019	11/04/2019	11/04/2019	11/04/2019	11/04/2019	7/31/2016			Date	Expiration	

TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	Borrower that is Owner of IP Therapure Biopharma Inc. ("TBI")
Targeted Drug Delivery for Cancer	Targeted delivery of anti-viral compounds through hemoglobin bioconjugation	Targeted delivery of anti-viral compounds through hemoglobin bioconjugation	Targeted delivery of anti-viral compounds through hemoglobin bioconjugation	Targeted delivery of anti-viral compounds through hemoglobin bioconjugation	Protein-Protein Interactions	Production of TCR Gamma Delta T Cells	Polysaccharide-Protein Conjugates Reversibly Coupled Via Imine Bonds	Polysaccharide-Protein Conjugates Reversibly Coupled Via Imine Bonds	Polysaccharide-Protein Conjugates Reversibly Coupled Via Imine Bonds	Polysaccharide-Protein Conjugates Reversibly Coupled Via Imine Bonds	Modified Polysaccharides Exhibiting Altered Biological Recognition	Modified Polysaccharides Exhibiting Altered Biological Recognition	INTELLECTUAL PROPERTY (REGISTRATIONS AND APPL Name / Identifier of IP IP //						
US	US	US	EP	CA	US	JP	TI	GB	FR	ES	DE	CA	US	US	EP	CA	US	US	Country
Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	Patent	S AND APP Type of IP
62/182,469	6,479,637	US 2012-0213732	04733284.6	2,566,874	62/168,547	4982645	1268746	1268746	1268746	1268746	1268746	2,405,050	8,840,877	US 2015-0010494	09768675.2	2,728,000	6,479,468	6,780,852	Registration/ Publication or Application Number
06/20/2015	04/30/1999	02/17/2012	05/17/2004	05/17/2004	05/29/2015	04/03/2001	04/03/2001	04/03/2001	04/03/2001	04/03/2001	04/03/2001	04/03/2001	12/15/2010	09/22/2014	06/26/2009	06/26/2009	12/09/1998	12/09/1998	Filing Date
N/A	04/30/2019	05/17/2024	05/17/2024	05/17/2024	N/A	04/03/2021	04/03/2021	04/03/2021	04/03/2021	04/03/2021	04/03/2021	04/03/2021	03/09/2018	03/09/2018	03/09/2018	03/09/2018	03/09/2018	03/09/2018	Expiration Date

EXHIBIT C

Trademarks

	INTELLECTUAL PROPERTY (REGISTRATIONS AND APPLI	STRATION	S AND APP	TICATIONS)		
Borrower that	Name / Identifier of IP	Country	Type of	Registration/	Filing Date	Expiration
is Owner of IP			IP	Publication or Application Number		Date
Biopharma Inc.				,		
TBI	DAKANSUMIN	AU	TM	1700384	10/30/2014	
TBI	DAKANSUMIN	CA	TM	1,700,384	10/30/2014	
TBI	DAKANSUMIN	CN	TM	16846205	10/30/2014	
TBI	DAKANSUMIN	EP	TM	013981972	10/30/2014	
TBI	DAKANSUMIN	EP	TM	013981972	10/30/2014	
TBI	DAKANSUMIN	JP	TM	2015-041628	10/30/2014	
TBI	DAKANSUMIN	KR	TM	40-2015-32448	10/30/2014	
TBI	DAKANSUMIN	SG	TM	40201507005U	10/30/2014	
TBI	DAKANSUMIN	ZA	TM	2015/10985	10/30/2014	
TBI	PLASMACAP	CA	TM	1638988	08/09/2013	
TBI	PLASMACAP	CN	TM	13742703	12/17/2013	
TBI	PLASMACAP	EP	TM	12072518	08/16/2013	
TBI	PLASMACAP	JP	TM	5695882	12/17/2013	
TBI	PLASMACAP	US	TM	86/039,785	08/16/2013	
TBI	PLASMACAP EBA	CA	TM	1632165	06/21/2013	
TBI	PLASMACAP EBA	US	TM	86/019,802	07/25/2013	
TBI	PLASMACAP EBA & Design	CA	TM	1632163	06/21/2013	
TBI	PLASMACAP EBA & Design	CN	TM	13742702	12/17/2013	
TBI	PLASMACAP EBA & Design	EP	TM	12061891	08/13/2013	
TBI	PLASMACAP EBA & Design	JP	TM	5695883	12/17/2013	
TBI	PLASMACAP EBA & Design	US	TM	86/019,797	07/25/2013	
TBI	THERAPURE BIOLOGICS	CA	TM	1706644	12/10/2014	
TBI	THERAPURE BIOLOGICS	US	TM	86/655,354	06/08/2015	
TBI	THERAPURE BIOLOGICS & DESIGN	CA	TM	1706649	12/10/2014	
TBI	THERAPURE BIOLOGICS & DESIGN	US	TM	86/655,356	06/08/2015	
TBI	THERAPURE BIOPHARMA	CA	TM	803323	07/22/2008	
TBI	THERAPURE BIOPHARMA	CN	TM	7179712	01/22/2009	
TBI	THERAPURE BIOPHARMA	CN	TM	7179711	01/22/2009	
TBI	THERAPURE BIOPHARMA	CN	TM	7179710	01/22/2009	
TBI	THERAPURE BIOPHARMA	EP	TM	7529456	01/16/2009	
TBI	THERAPURE BIOPHARMA	HK	TM	301273536	01/16/2009	

TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	TBI	Borrower that is Owner of IP Therapure Biopharma Inc. ("TBI")
THERAPURE BIOPHARMA INC. & Design	THERAPURE BIOPHARMA	Name / Identifier of IP Country Type of IP A								
CA	US	TW	JP	IN	IN	N	${ m IL}$	IL	IL	Country
TM	TM	TM	TM	TM	TM	TM	TM	TM	TM	S AND API Type of IP
849790	4381498	1379279	5379521	1776908	1776906	1776907	217895	217894	217881	Registration/ Publication or Application Number
05/02/2012	08/15/2008	01/22/2009	01/20/2009	01/22/2009	01/22/2009	01/22/2009	01/21/2009	01/21/2009	01/21/2009	Filing Date
										Expiration Date

N/A

EXHIBIT D

Mask Works

TRADEMARK
RECORDED: 11/23/2015 REEL: 005674 FRAME: 0580